



CHEROKEE COUNTY

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Murphy, NC 28906
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Randy Wiggins, County Manager
Candy R. Anderson, Finance Officer
Darryl Brown, County Attorney

Board of Commissioners
Dan Eichenbaum, Chairman
Gary Westmoreland, Vice Chairman
Roy Dickey
C.B. McKinnon
Cal Stiles

BUDGET REVISION

6/4/2018

(DECREASE)

INCREASE

1010000-39991	Fund Balance	800.00
1094322-41936	Legal Settlements	800.00

To transfer funds to the Detention Center Trust account per agreement.

Chairperson

6/4/2018

SETTLEMENT AND RELEASE OF ALL CLAIMS

WHEREAS the Plaintiff GEORGE VICTOR STOKES (hereinafter "Plaintiff"), has disputes with Defendants CHEROKEE COUNTY, CHEROKEE COUNTY SHERIFF'S DEPARTMENT, CHEROKEE COUNTY SHERIFF DERRICK PALMER (who together with their insurers, attorneys, sureties, representatives, employees, deputies, associates, agents, servants, heirs, executors, administrators, and successors, whether herein named or referred to or not are referred to as "the Defendants") arising out of an alleged assault in the Cherokee County Jail on May 2, 2018, (hereinafter "Incident"), and now the Plaintiff wishes to resolve this matter as to all the Defendants and end all pursuits of any claims the Plaintiff may have against the Defendants under the transactions, acts, omissions, and occurrences set forth therein;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Release of Claims and Discharge by Plaintiff

In consideration of the sums paid as set forth below, the Plaintiff, his heirs, executors, administrators, successors, assigns and all others hereby do release, remit, acquit, and forever discharge all of the Defendants referenced above and each of them, of and from any, every, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, damages for injuries to person, damages for

injuries to property, damages for emotional distress, punitive damages, treble damages, judgments, obligations, liens, subrogation interests, rights, loss of services, loss of use, costs, attorneys' fees, expenses (medical or otherwise) or compensation, or both, including, but not limited to, negligence, intentional infliction of emotional distress, and any and all claims of any nature whatsoever, whether herein referred to or not, whether based upon alleged tort, statute, contract, vicarious liability, or any other legal or equitable theory of recovery whatsoever against the parties hereby released, whether developed or undeveloped, known or unknown, foreseen or unforeseen, that they have had, now have, or may have in the future, for, by reason of, or growing out of any manner of thing done, omitted, or suffered to be done by the parties hereby released and in any way related to the incidents described in the Incident.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Settlement Agreement and Release of all Claims (hereinafter "Release") shall cover and include any and all present and future injuries, death, or damages not now known to or anticipated by any of the parties hereto which may later develop or be discovered, including the effects or consequences thereof, and any and all causes of action therefore, whether known or unknown, developed or undeveloped, direct or derivative, existing or non-existing, as well as those injuries, damages, now disclosed and causes of action therefore. The Plaintiff expressly waives and assume the risks of any and all claims for damages suffered by the Plaintiff against the above named Defendants

which exist as of this day, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and all claims or facts which may exist or come to light in the future and which, if known, would materially affect their decision to enter this Release.

2. Payments and Return of Property

In consideration of the above, the Defendant Cherokee County agrees to pay the Plaintiff \$800. The above-referenced payment shall be made 5 business days after the signing of this Agreement.

In consideration of the above payment, the Plaintiff agrees not to file a lawsuit in connection with the Incident.

3. Representation of Comprehension of Document

IT IS FURTHER AGREED AND UNDERSTOOD that this Release has been made after an independent, full, frank, and fair examination of the facts pertaining to this Release, and the parties to this Release have been represented and advised by counsel of their own choosing, or are representing themselves, and that this Release is not made in reliance upon any statement of any person connected with, representing, or represented by the parties hereby released, nor has the undersigned been influenced to any extent whatsoever by the persons, firms, or corporations hereby released or by any persons representing them.

IT IS FURTHER AGREED AND UNDERSTOOD that this Release, and the consideration provided for herein, and the acceptance thereof is in compromise of doubtful and disputed claims, and the payment provided for in this Release is not to be construed as an admission of liability on the part of the persons, firms, or corporations hereby released, by whom liability is expressly denied.

4. Bar to Further Action

IT IS FURTHER AGREED AND UNDERSTOOD that the parties hereby released, and their agents, representatives, successors, insurers, sureties, heirs, executors, administrators, and assigns, can plead this Release as a complete bar in any future action arising out of or in any way related to the Incident.

5. Binding Agreement

IT IS FURTHER AGREED AND UNDERSTOOD that the terms and conditions of this Release shall enure to the benefit of and be binding upon the respective successors and assigns of the Plaintiff and the parties hereby released.

IT IS FURTHER AGREED AND UNDERSTOOD that the parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

THIS RELEASE constitutes the entire agreement among the parties hereto, and there is no agreement or promise on the part of any party to this Release to do or to

omit to do any act or thing not herein mentioned. It is further understood and agreed that the terms and provisions contained herein are contractual and not a mere recital.

The Plaintiff further declares and represents that he has carefully read the foregoing document and knows the contents thereof and sign the same as his own free and voluntary act.

6. Parties to Bear Own Costs and Expenses

IT IS FURTHER STIPULATED AND AGREED that each of the parties shall bear their own costs and expenses in this matter, including, but not limited to, attorneys' fees, court costs, and expert witnesses.

7. Governing Law

IT IS STIPULATED AND AGREED that the validity, construction, interpretation, and administration of this Release shall be governed by the substantive laws of the State of North Carolina.

This the 31 day of May, 2018.



GEORGE VICTOR STOKES
PLAINTIFF



Derrick Palmer
DERRICK PALMER
SHERIFF OF CHEROKEE COUNTY